



**Overbid procedure (if any):**

Initial overbid must be \$1,970,000 and subsequent overbids must be in minimum increments of \$10,000. To bid, one must submit a "Qualified Bid" (as described in the Motion) to broker Cody Moran, by December 15, 2025, at 5:00 pm.

**If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:**

Date: December 17, 2025

Time: 1:30 p.m.

Place: United States Bankruptcy Court, Central District of California  
Courtroom 5C  
411 West Fourth Street  
Santa Ana, CA 92701

**Contact person for potential bidders (include name, address, telephone, fax and/or email address):**

Cody Moran  
3240 Mission Inn Avenue  
Riverside, CA 92507  
cmoran@lee-associates.com  
(951) 276-3624

Date: 11/25/2025

# ATTACHMENT 1

ELKINS KALT WEINTRAUB REUBEN GARTSIDE LLP

ROYE ZUR, State Bar No. 273875

*rzur@elkinskalt.com*

LAUREN N. GANS, State Bar No. 247542

*lgans@elkinskalt.com*

10345 W. Olympic Blvd.

Los Angeles, California 90064

Telephone: 310.746.4400

Facsimile: 310.746.4499

Attorneys for Debtor and Debtor-in-Possession

Mowbray Waterman Property, LLC

**UNITED STATES BANKRUPTCY COURT**

**CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION**

In re

THE ORIGINAL MOWBRAY'S TREE  
SERVICE, INC.,

Debtor and  
Debtor-In-Possession.

Case No. 8:24-bk-12674-SC

Jointly administered with:

Case No. 8:25-bk-10542-SC

Case No. 8:25-bk-10543-SC

Chapter 11

In re

MOWBRAY WATERMAN PROPERTY,  
LLC,

Debtor and  
Debtor-In-Possession.

**NOTICE OF HEARING ON DEBTOR'S  
MOTION FOR ORDER: (1)  
AUTHORIZING SALE OF REAL  
PROPERTY LOCATED AT 386 S. ALLEN  
ST., SAN BERNARDINO, CA PURSUANT  
TO 11 U.S.C. § 363(b) AND (f); (2)  
APPROVING OVERBID PROCEDURES;  
(3) APPROVING BUYER, SUCCESSFUL  
BIDDER, AND BACK-UP BIDDER AS  
GOOD-FAITH PURCHASERS  
PURSUANT TO 11 U.S.C. § 363(m); AND  
(4) AUTHORIZING PROPOSED  
PAYMENT OF PROCEEDS OF SALE**

In re

ROBIN ELAINE MOWBRAY,

Debtor and  
Debtor-In-Possession.

**Hearing Date & Time**

Date: December 17, 2025

Time: 1:30 p.m.

Place: Courtroom 5C

411 W. 4th St.

Santa Ana, CA 92701

**[Hearing via ZoomGov]**

- ☐ Affects THE ORIGINAL MOWBRAY'S TREE  
SERVICE, INC.  
☒ Affects MOWBRAY WATERMAN PROPERTY,  
LLC  
☐ Affects ROBIN ELAINE MOWBRAY  
☐ Affects all Debtors

ELKINS KALT WEINTRAUB REUBEN GARTSIDE LLP  
10345 W. Olympic Blvd.  
Los Angeles, California 90064  
Telephone: 310.746.4400 • Facsimile: 310.746.4499

1 **PLEASE TAKE NOTICE** that on December 17, 2025, at 1:30 p.m. in Courtroom 5C of  
2 the United States Courthouse located at 411 W. Fourth St., Santa Ana, CA 92701, a hearing will be  
3 held on the *Motion for Order: (1) Authorizing Sale of Real Property Located at 386 S. Allen St., San*  
4 *Bernardino, CA Pursuant to 11 U.S.C. § 363(b) and (f); (2) Approving Overbid Procedures; (3)*  
5 *Approving Buyer, Successful Bidder, and Back-Up Bidder as Good-Faith Purchaser Pursuant to*  
6 *11 U.S.C. § 363(m); and (4) Authorizing Proposed Payment of Proceeds of Sale* (the “Motion”) *the*  
7 filed by Mowbray Waterman Property, LLC (the “Debtor”), one of the debtors and debtors-in-  
8 possession in the above-captioned jointly-administered Chapter 11 cases.

9 The hearing will take place via ZoomGov (unless otherwise noticed for an in-person  
10 appearance). Video and audio connection information for the hearing will be provided on the  
11 publicly posted hearing calendar for the Honorable Scott C. Clarkson, which may be viewed online  
12 at <http://ecfciao.cacb.uscourts.gov/CiaoPosted/> by selecting “Scott Clarkson” from the tab on the  
13 left-hand side of the page.

14 **PLEASE TAKE FURTHER NOTICE** that, as more fully discussed in the concurrently-  
15 filed Motion, the Debtor seeks to sell the real property located at 386 S. Allen St., San Bernadino,  
16 CA 92408 (the “Property”), for a purchase price of \$1,950,000.00, subject to overbid and Court  
17 approval.

18 The salient terms of the proposed sale are described below.

- 19 1. **Buyer.** Boone Trucking, Inc., or its Assignee.
- 20 2. **Property to be sold.** The Property – *i.e.*, the real property located at 386 S. Allen  
21 St., San Bernardino, CA 92408.
- 22 3. **Purchase price.** The purchase price for the Property is \$1,950,000 (the “Purchase  
23 Price”), payable as follows: (a) a \$65,000 deposit (the “Deposit”) has been deposited into escrow;  
24 and (b) the balance of the Purchase Price shall be paid to escrow within 15 days of the entry of an  
25 order by the Court authorizing the sale. The Deposit is non-refundable except as set forth in the  
26 Addendum to the Agreement.
- 27 4. **“As is” sale.** All of the Buyer’s contingencies have been waived. The Buyer is  
28 acquiring the Property on an “as is” and “where is” basis without representations, warranties or

1 recourse whatsoever.

2 5. **Free and clear.** The sale of the Property to Buyer shall be free and clear of any liens  
3 pursuant to 11 U.S.C. § 363(f). The net proceeds of the sale shall be used to pay down the secured  
4 claim held by PNC Bank, N.A.

5 6. **Escrow fees.** Escrow fees shall be paid on a 50/50 basis by the Debtor and the Buyer.

6 7. **Non-contingent.** The Agreement is non-contingent and the Buyer has waived all  
7 contingencies or due diligence requirements other than Bankruptcy Court approval.

8 8. **Court approval.** The Agreement is subject to this Court's approval.

9 9. **Overbids.** The sale of the Property is subject to overbids.

10 10. **Commissions.** The listing broker and any cooperating brokers are entitled to share  
11 a total of 6.00% commission on the Purchase Price (3.00% to Seller's broker and 3.00% to Buyer's  
12 broker). Buyer's broker is Toby Tewell, also of L&A Riverside.

13 A copy of the *Standard Offer, Agreement and Escrow Instructions for Purchase of Real*  
14 *Estate (Vacant Land)* along with the addenda thereto (the "Agreement"), which fully describe the  
15 terms of the sale, is attached as Exhibit "2" to the Motion.

16 **PLEASE TAKE FURTHER NOTICE** that the Property will be sold subject to overbid at  
17 an open auction ("Auction") to be conducted by the Court at the time that this Motion is heard. The  
18 Debtor proposes the following overbid procedures to govern any bidding:

19 1. **The Bid Deadline.** The Bid Deadline is 5:00 p.m. (P.S.T.) on December 15, 2025  
20 (about 48 hours prior to the Auction). A Qualified Bidder that desires to make a bid must deliver a  
21 Qualified Bid to the Debtor's Broker, Cody Moran (cmoran@lee-associates.com) so that it is  
22 received by the Bid Deadline.

23 2. **Due Diligence.** Any due diligence must have been completed by the Bid Deadline.  
24 Any person seeking due diligence or wishing to view the Property shall contact Cody Moran at  
25 cmoran@lee-associates.com or (951) 276-3624. The Debtor may withhold due diligence if the  
26 Potential Bidder does not become, or the Debtor determines, in its discretion, that the Potential  
27 Bidder is not likely to become, a Qualified Bidder.

28 3. **Qualified Bidder.** Only "Qualified Bidders" may bid on the Property. To become

ELKINS KALT WEINTRAUB REUBEN GARTSIDE LLP  
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Los Angeles, California 90064  
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1 a Qualified Bidder, any person or entity who wishes to bid on the Property (each such person or  
2 entity, a “Potential Bidder”) must, by the Bid Deadline, deliver to the Debtor’s counsel written proof  
3 satisfactory to the Debtor that the Potential Bidder is financially capable of consummating the  
4 proposed sale, including financial statements, copies of recent statements of bank accounts, evidence  
5 of certified funds, a commitment for financing, and/or such other financial information as may be  
6 requested by the Debtor to allow the Debtor to make a reasonable determination, in its sole and  
7 absolute discretion. Qualified Bidder status shall be determined by the Debtor, in its sole discretion,  
8 and no Potential Bidder shall have standing to challenge the Debtor’s determinations or the results  
9 of the Auction.

10 4. **Qualified Bid.** Bids by Qualified Bidders for the purchase of the Property must be  
11 submitted by the Bid Deadline as specified below and must meet the following requirements:

12 (a) A bid must be in writing in the form of an executed California Residential Purchase  
13 Agreement and Joint Escrow Instructions (C.A.R. Form CPA).

14 (b) A bid must exceed the Purchase Price by at least \$20,000 and otherwise be on terms, in  
15 the Debtor’s business judgment, no less favorable than the Agreement.

16 (c) A bid must contemplate purchasing the Property “as is,” “where is,” and “with all faults.”

17 (d) A bid must be irrevocable and unconditional, subject to only Bankruptcy Court approval.

18 (e) A bid must propose a closing date no later than the date that is fifteen (15) days after  
19 entry of an order by the Bankruptcy Court approving the sale.

20 (f) A bid must be accompanied by a deposit in the amount of \$65,000, made by wire transfer,  
21 certified funds, or cashier’s check payable to the Debtor, which deposit is refundable only if the  
22 Qualified Bidder is not deemed the Winning Bidder (as defined below) or if the Qualified Bidder is  
23 deemed the Winning bidder but the sale is not consummated because the Bankruptcy Court does not  
24 approve the sale to such Qualified Bidder.

25 (g) The bid must not request or entitle the Qualified Bidder to any break-up fee, topping fee,  
26 termination fee, broker’s fee, expense reimbursement, or similar type of payment.

27 (h) The bid must be irrevocable until the completion of the Auction and, if such Qualified  
28 Bidder is the Winning Bidder, then the bid must be irrevocable until the closing of the sale. By

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Los Angeles, California 90064  
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1 submitting a bid, the Qualified Bidder agrees to serve as a Back-up Bidder if such bidder's Qualified  
2 Bid is selected by the Debtor as the next highest or otherwise next best bid after the Winning Bid  
3 (as defined below) (the "Back-up Bid," and the Qualified Bidder making the Back-up Bid, the  
4 "Back-up Bidder").

5 A bid received from a Qualified Bidder that meets all of the above requirements will be  
6 deemed a "Qualified Bid," except as otherwise provided below.

7 5. **Auction.** If no Qualified Bid is received by the Debtor by the Bid Deadline, then the  
8 Debtor will request that the Court approve the sale of the Property to the Buyer and there will be no  
9 Auction. If a Qualified Bid is timely received by the Debtor, then the Court will hold the Auction.  
10 The Auction of the Property will take place virtually via Zoom at 1:30 p.m. (P.S.T.) on December  
11 17, 2025, or such different time or other place as may be determined by the Debtor in its sole  
12 discretion. Any change in the time or place of the Auction shall be promptly provided in writing to  
13 all Qualified Bidders who have submitted Qualified Bids. The Auction shall be governed by the  
14 following procedures:

15 (a) Only Qualified Bidders who submitted a Qualified Bid are eligible to attend and bid  
16 at the Auction;

17 (b) Any person attending and wishing to bid at the Auction on behalf of a Qualified  
18 Bidder must certify in writing that he or she has the authority to bind the Qualified Bidder by any  
19 bid that is submitted and by the outcome of the Auction;

20 (c) Only Qualified Bidders who submitted a Qualified Bid may submit new bids at the  
21 Auction;

22 (d) The Auction will be held virtually in Court via Zoom, with access information  
23 provided by the Debtor prior to the Auction; and

24 (e) The Auction will be conducted openly and with all competing bids submitted in the  
25 virtual presence of other bidders; provided, however, that the Debtor reserves the right, in its  
26 discretion, to place bidders in separate breakout rooms and to permit competing bids to be submitted  
27 in such rooms and not in the presence of other bidders.

28 6. **Overbids.** Qualified Bidders present at the Auction will be entitled to submit



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1 overbids. The starting bid at the Auction shall be the Qualified Bid designated by the Debtor, in its  
2 sole and absolute discretion, as the highest and best bid for the Property received by the Bid Deadline  
3 (the “Initial Successful Bid.”) The Qualified Bidder who submitted the Initial Successful Bid (the  
4 “Initial Successful Bidder”) will be entitled and required to purchase the Property upon the terms  
5 set forth in the agreement executed by such Qualified Bidder, unless the Initial Successful Bid is not  
6 the Winning Bid (as defined below). The Auction shall be governed by the following overbid  
7 procedures:

8 (a) The initial overbid at the Auction must be at least \$20,000 more than the Initial  
9 Successful Bid;

10 (b) Subsequent overbids must be in minimum increments of \$10,000;

11 (c) The Auction shall continue until the Debtor determines, in its sole discretion, which  
12 bid is the highest and best bid for the Property (the “Winning Bid”), subject to final Bankruptcy  
13 Court approval. In making its decision, the Debtor shall consider, without limitation, the amount of  
14 the purchase price, the form of consideration being offered, the likelihood of the bidder’s ability to  
15 close the transaction and perform thereunder, and the timing thereof. No bidder, including the  
16 Buyer, the Initial Successful Bidder, and any Qualified Bidder, shall have standing to challenge the  
17 Debtor’s determination of the Winning Bid. The Qualified Bidder submitting such Winning Bid  
18 shall be the “Winning Bidder,” and shall have such rights and responsibilities of the purchaser, as  
19 set forth in the purchase agreement executed by such bidder at the amount of the Winning Bid;

20 (d) The Debtor may, in its sole discretion and subject to Bankruptcy Court approval,  
21 designate one or more Back-Up Bids, which shall become the Winning Bid if the Winning Bidder  
22 fails to consummate the sale;

23 (e) The Winning Bid and any Back-Up Bid(s) are irrevocable; and

24 (f) The Winning Bid and the Back-Up Bid(s) shall be subject to Bankruptcy Court  
25 approval.

26 7. **Disqualification.** Any entity or person that the Debtor determines fails to submit a  
27 timely, conforming bid shall be disqualified from bidding for the Property. The Debtor reserves the  
28 right to disqualify any Potential Bidder or Qualified Bidder who does not cooperate in the sale,

1 marketing or overbid process or who takes any act that the Debtor determines negatively impacted  
2 the sale, marketing or overbid process, the value of the Property, or the purchase price received for  
3 the Property. Disqualification of Potential or Qualified Bidders is left to the Debtor's sole discretion.

4 **PLEASE TAKE FURTHER NOTICE** that the Motion is based on this Notice, the  
5 memorandum of points and authorities appended to the Motion, and the declarations of Cody Moran  
6 and Robin Elaine Mowbray, and 11 U.S.C. §§ 363(b), (f) and (m), and L.B.R. 9013-1.

7 By the Motion, Debtor seeks entry of an order:

- 8 1. Granting the Motion in its entirety;
- 9 2. Authorizing the Debtor to sell the Property to the Buyer, the Successful Bidder, or  
10 the Back-Up Bidder, as is, where is, without representations or warranties, free and clear of any  
11 and all liens and interests pursuant to 11 U.S.C. § 363(b) and (f);
- 12 3. Approving the terms of the Agreement attached as Exhibit "3";
- 13 4. Determining that the Buyer, the Successful Bidder, and the Back-Up Bidder are  
14 "good faith purchasers" pursuant to 11 U.S.C. § 363(m);
- 15 5. Authorizing the Debtor to pay the Broker's commission to the listing broker and  
16 any cooperating brokers as set forth herein, and ordinary costs of sale of the Property from the  
17 proceeds of sale;
- 18 6. Authorizing the Debtor to pay the net proceeds of the sale to PNC Bank, N.A., in  
19 partial satisfaction of its secured claim;
- 20 7. Approving the overbid procedures set forth in this Motion;
- 21 8. Authorizing the Debtor to execute any documents or take any actions reasonably  
22 necessary to effectuate the terms of the Agreement and consummate the sale of the Property;
- 23 9. Waiving any requirements for lodging periods of the order granting this Motion  
24 imposed by Local Bankruptcy Rule 9021-1 and any other applicable bankruptcy rules;
- 25 10. Waiving the stay of the order granting this Motion imposed by Federal Rule of  
26 Bankruptcy Procedure 6004(h) and any other applicable bankruptcy rules; and
- 27 11. For such other and further relief as the Court deems appropriate.

28 **Your Rights May Be Affected.** You should read these papers carefully and discuss them

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10345 W. Olympic Blvd.  
Los Angeles, California 90064  
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1 with your attorney, if you have one. (If you do not have an attorney, you may wish to consult one.)

2 **Deadline for Opposition Papers.** The Motion is being heard on regular notice pursuant to  
3 LBR 9013-1. If you wish to oppose the Motion, you must file a written response with the Court and  
4 serve a copy of it upon the Movant or Movant's attorney at the address set forth above no less than  
5 14 days prior to the above hearing date. If you fail to file a written response to the Motion within  
6 such time period, the Court may treat such failure as a waiver of your right to oppose the Motion  
7 and may grant the requested relief.

8 **PLEASE TAKE FURTHER NOTICE** that any party wishing to obtain a copy of the  
9 Motion may do so by contacting Lauren B. Wageman at Elkins Kalt Weintraub Reuben Gartside  
10 LLP, 10345 W. Olympic Blvd, Los Angeles, CA 90064; (310) 746-4427; or  
11 [lwageman@elkinskalt.com](mailto:lwageman@elkinskalt.com).

12  
13 DATED: November 25, 2025

ELKINS KALT WEINTRAUB REUBEN  
GARTSIDE LLP

14  
15  
16 By: 

ROYE ZUR

LAUREN GANS

Attorneys for Debtor and Debtor-in-Possession  
Mowbray Waterman Property, LLC

ELKINS KALT WEINTRAUB REUBEN GARTSIDE LLP  
10345 W. Olympic Blvd.  
Los Angeles, California 90064  
Telephone: 310.746.4400 • Facsimile: 310.746.4499

**PROOF OF SERVICE OF DOCUMENT**

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:  
10345 W. Olympic Blvd., Los Angeles, CA 90064

A true and correct copy of the foregoing document entitled (*specify*): **NOTICE OF SALE OF ESTATE PROPERTY** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) November 25, 2025, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:**

On (*date*) November 25, 2025, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) November 25, 2025, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

November 25, 2025

*Date*

Lauren B. Wageman

*Printed Name*

/s/ Lauren B. Wageman

*Signature*

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This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):**

- **Shraddha Bharatia** notices@becket-lee.com
- **Jeffrey W Broker** jbroker@brokerlaw.biz
- **Kenneth J Catanzarite** kcatanzarite@catanzarite.com
- **Lauren N Gans** lgans@elkinskalt.com, lmasse@elkinskalt.com
- **Jessica L Giannetta** jessica@giannettalawcorp.com, melanie@giannettaenrico.com
- **Robert P Goe** rgoe@goeforlaw.com, kmurphy@goeforlaw.com; goeforecf@gmail.com; Goe.RobertP.R@notify.bestcase.com; ajohnston@goeforlaw.com
- **Marshall F Goldberg** mgoldberg@glassgoldberg.com, jbailey@glassgoldberg.com
- **Alan Craig Hochheiser** ahochheiser@mauricewutscher.com, arodriguez@mauricewutscher.com
- **Merdaud Jafarnia** bkca@alaw.net, mjafarnia@ecf.inforuptcy.com
- **Raffi Khatchadourian** raffi@hemar-rousso.com
- **Valery Loumber** valloumlegal@gmail.com
- **Michael B Lubic** michael.lubic@klgates.com, jonathan.randolph@klgates.com, klgatesbankruptcy@klgates.com
- **James MacLeod** jmacleod@dunninglaw.com, nancy@dunninglaw.com
- **Charity J Manee** cmanee@goeforlaw.com, kmurphy@goeforlaw.com
- **Kathleen P March** kmarch@bkylawfirm.com, kmarch3@sbcglobal.net, kmarch@sbcglobal.net
- **Robert S Marticello** rmarticello@raineslaw.com, bclark@raineslaw.com; csantiago@raineslaw.com
- **David W. Meadows** david@davidwmeadowslaw.com
- **Karen S. Naylor** Becky@ringstadlaw.com, Karen@ringstadlaw.com; Arlene@ringstadlaw.com
- **Estela O Pino** epino@epinolaw.com, staff@epinolaw.com; clerk@epinolaw.com
- **Donald W Reid** don@donreidlaw.com, 5969661420@filings.docketbird.com
- **Todd C. Ringstad** becky@ringstadlaw.com, arlene@ringstadlaw.com
- **Amitkumar Sharma** amit.sharma@aisinfo.com
- **Jeffrey S Shinbrot** jeffrey@shinbrotfirm.com, sandra@shinbrotfirm.com; tanya@shinbrotfirm.com
- **Thomas E Shuck** tshuck@pmcos.com, efilings@pmcos.com
- **Michael Simon** msimon@raineslaw.com, bclark@raineslaw.com; csantiago@raineslaw.com
- **Derek A Simpson** derek@dsimpsonlegal.com
- **Ahren A Tiller** ahren.tiller@blc-sd.com, 4436097420@filings.docketbird.com; brett.bodie@blc-sd.com; anika@blc-sd.com; derek@blc-sd.com; kreyes@blc-sd.com; megan@blc-sd.com; nicole@blc-sd.com; danny@blc-sd.com; angie@blc-sd.com; kreyes@blc-sd.com
- **United States Trustee (SA)** ustpregion16.sa.ecf@usdoj.gov
- **Sharon Z. Weiss** sharon.weiss@bclplaw.com, raul.morales@bclplaw.com, REC\_KM\_ECF\_SMO@bclplaw.com, sharon-weiss-7104@ecf.pacerpro.com
- **Jennifer C Wong** bknotice@mccarthyholthus.com, jwong@ecf.courtdrive.com
- **Mandy Youngblood** csbk@gmfinancial.com
- **Roye Zur** rzur@elkinskalt.com, lwageman@elkinskalt.com; 1648609420@filings.docketbird.com; rzur@ecf.courtdrive.com; lmasse@elkinskalt.com

**2. SERVED BY UNITED STATES MAIL:**

Force Ten Partners LLC 5271 California Ste 270 Irvine, CA 92617	Grobstein Teeple LLP Grobstein Teeple LLP 23832 Rockfield Blvd Ste 245 Lake Forest, CA 92630	Hahn Fife & Company 1055 E. Colorado Blvd #5 Pasadena, CA 91106
Hilco Valuation Services LLC Attn: Eric Kaup, EVP, CCO 5 Revere Dr, Ste 300 Northbrook, IL 60062	Queenie K Ng 411 West Fourth St. Suite 7160 Santa Ana, CA 92701	Raines Feldman Littrell LLP 3200 Park Center Dr Ste 250 Costa Mesa, CA 92626

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

Brian Weiss 5271 California Ste 270 Irvine, CA 92617	Honorable Scott C. Clarkson United States Bankruptcy Court Ronald Reagan Federal Building and Courthouse 411 West Fourth Street, Suite 5130 / Courtroom 5C Santa Ana, CA 92701-4593
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